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2009 Jun 02 03:13 PM

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D209146057

4 Pages

Bulk Plant**AMENDMENT TO SURFACE LEASE AGREEMENT**

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

Vista Crossroads I, L.P. ("Vista") and Hollis R. Sullivan, Inc. ("Sullivan") executed a Surface Lease Agreement dated October 24, 2006 recorded as instrument D207020082, Official Records, Tarrant County, Texas covering a four acre tract identified as the "Operation Site" as further described in the Surface Lease Agreement. In the Surface Lease Agreement, Vista conveyed to Sullivan the right to use the Operation Site to drill up to two oil and gas wells. Sullivan has drilled and is currently producing two oil and gas wells located on the Operation Site. Vista and Sullivan wish to amend the Surface Lease Agreement to allow the drilling of up to an additional five wells from the Operation Site.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Vista and Sullivan do hereby **AMEND** the Surface Lease Agreement described above as follows:

- A. All references in the Surface Lease Agreement limiting the number of oil and gas wells to be drilled from the Operation Site to *up to two (2) oil and gas wells* is amended to read *up to seven (7) oil and gas wells*.
- B. The 2% of 100% overriding royalty interest to be assigned to Vista as described in the second paragraph of Section 1 of the Surface Lease Agreement shall apply to all wells to be drilled on the Operation Site including the additional wells provided for in this Amendment.
- C. The third paragraph in Section 1 of the Surface Lease Agreement is replaced in its entirety with the following:

Sullivan agrees that it shall complete drilling operations for the first well on the Operation Site on or before September 30, 2007 and shall complete drilling operations for all remaining wells to be drilled on the Operation Site on or before July 1, 2010 (the "Outside Operations Date"). No further drilling operations will be conducted after the Outside Operations Date. If drilling operations for the first well are not completed on or before September 30, 2007 this lease shall be null and void and of no further force and effect.

- D. The first sentence in Section 3 of the Surface Lease Agreement is replaced in its entirety with the following:

This Surface Lease Agreement shall terminate sixty (60) days after the earlier of (1) the actual termination of the oil and gas leases perpetuated by Sullivan's production and/or operations from the wells located on the Operation Site or (2) that point when none of

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the wells to be drilled on the Operation Site are still capable of producing oil or gas in paying quantities and there are no events of force majeure or operations being conducted on the Operation Site sufficient to perpetuate the underlying oil and gas leases according to the terms of such leases.

E. Section 4 of the Surface Lease Agreement requires the written consent of Vista to any assignment of the Surface Lease Agreement by Sullivan. Sullivan has entered into a binding Purchase and Sale Agreement with XTO Energy, Inc. to convey all of Sullivan's interest in the Surface Lease Agreement to XTO Energy, Inc. effective July 1, 2008 with closing on or before October 1, 2008. Vista does hereby **CONSENT** to the assignment by Sullivan of all of its rights in the Surface Lease Agreement as amended herein to XTO Energy, Inc. effective July 1, 2008. Vista's consent to the foregoing assignment shall not be construed to mean consent to any other transfer or assignment of the Surface Lease Agreement in the future.

F. Section 10 of the Surface Lease Agreement is hereby amended to add to the end of such Section the following sentence:

"Sullivan shall deliver to Vista, within 30 days after the filing of same, copies of all unit declarations, pooling agreements or other documentation regarding the pooling or unitization of leases for production units attributable to production from any well drilled on the Operations Site."

G. The following is hereby added as new Section 21 to the Surface Lease Agreement:

"21. Sullivan shall exercise commercially reasonable efforts to maintain and mow on a regular basis the grass and weeds on the Operation Site in compliance with the City of Fort Worth's Code of Ordinances Appendix B, Section 1, Article 2, Division 2, Section 11A-8; High Grass/ Weed/ Nuisance Ordinance."

The Surface Lease Agreement is as originally written except to the extent amended herein.

EXECUTED this 16 day of SEPTEMBER, 2008.

VISTA CROSSROADS I, L.P., a
Texas limited partnership

By: GLC Vista Crossroads,
L.L.C., general partner

By: Scott D. Wolcott
Name: _____
Title: SCOTT D. WOLCOTT
PRESIDENT
GRANITE LAND COMPANY

HOLLIS R. SULLIVAN, INC.

By: Hollis Sullivan, Pres.
Hollis Sullivan, President

STATE OF TEXAS
COUNTY OF _____

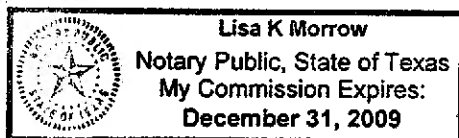
see attached acknowledgment

This instrument was acknowledged before me on this _____ day of _____, 2008, by _____ of GLC Vista Crossroads, L.L.C., general partner of Vista Crossroads I, L.P., a Texas limited partnership.

Notary Public – State of Texas

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on this 18th day of May, 2008, by Hollis Sullivan, President of Hollis R. Sullivan, Inc., a Texas corporation, of behalf of said corporation.



Lisa K. Morrow
Notary Public -- State of Texas

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of sacramento

On 09/16/08 before me, DESIREE HOLBERG, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared SCOTT D. WOLCOTT

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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